

1893-00  
Lee Co.

Chancery Causes: Ball + Ritchie } vs. A. P. Willits + Co }

Ball, Ritchie, Willits, Flanagan, Snavely, Gorbell

-Deed

CA-Debt  
T-Property  
Business

Additional Information:

Logging & lumber company



1

To the Hon H. S. K. Morrison Judge  
of the Circuit Court of Lee County  
Virginia -

Your orators M. S. Ball, and H.  
Ritchie, merchants and, partners  
trading under the firm name and  
style of Ball and Ritchie, would  
respectfully represent that, A. P.  
Willits and John Flanagan, lum-  
bermen, and partners trading un-  
der the firm name and style  
of A. P. Willits & Co are indebted to  
your Complainants in their firm  
name in the sum of \$440. 76,  
which sum fell due Dec. 20<sup>th</sup> 1897  
bears date as shown by a copy  
of the items of the account as therein  
charged, and which is filed herewith  
marked "A" as a part thereof, this  
account was for goods wares and  
merchandise furnished from the  
store of Complainants, and is the  
balance due thereon of a much  
larger account the credits being en-  
dorsed thereon and fully shown by  
the copy above referred to -

By an inspection of said account  
it will be seen the accounts are



Charged as ~~being~~ <sup>was</sup> Hetzer, who was the person intrusted by A. P. Willits & Co with the conduct of the business.

As above stated A. P. Willits & Co were doing a logging and lumber business near Ewing in this County, and they had the said Hetzer employed to, ~~make~~ and haul said logs out of the woods whether he was a contractor or an employee of said Company your orators can not positively state but it was one or the other they believe a Contractor. The said A. P. Willits & Co kept a book-keeper, who transacted the clerical work of said firm as Hetzer was and is an illiterate man.

Before beginning this work A. P. Willits acting for his firm came to your Complainants and made a Contract with them whereby your Complainants were, to furnish from their store, goods wares and merchandise to said Hetzer for to pay his laborers and to like to carry on the operations, monthly statements of which were to be given to the said Hetzer & the said clerk and the same



was then to be paid. It was under  
this Contract that said goods wares  
and merchandise was so furnished  
and advanced and by which means  
the said A. P. Willits & Co became in-  
debted in the sum aforesaid. And  
the said sum first mentioned has  
not been paid and is now wholly  
due your Complainants. The said  
A. P. Willits & Co. that each of the  
members of said firm are now  
residents of the County of Lee and  
the State of Virginia, but they have  
property and estate due them in the  
County of Lee and State of Virginia.  
They own a large body of timber  
situated in this County standing up-  
on the lands of Wm H. Gibson and  
George W. Gibson more fully shown  
by a copy of a deed of said  
Gibsons to Christian Van Guncelen and  
others, and by said Van Guncelen and  
others to said A. P. Willits ~~and John~~  
~~W. Gibson~~, they also are the owners  
of a quantity of poplar oak and  
locust logs lying near the Railroad  
depot at Ewing, the live stock con-  
sist of horses mules wagons &c



and the live stock has already been  
levied upon for a<sup>st</sup>er debt. The said  
A. P. Willits, & Co are endeavoring to  
remove their personal effects out  
of the County and State aforesaid so  
that your creditors fear they will  
lose their debt, should they only  
use the ordinary process of law.  
The object of this bill therefore is  
to have said standing timber,  
horses mules wagons horses logs  
trees and timber attached and  
sold for their said debt, or so  
much thereof as may be neces-  
sary to pay the same. Copies  
of said deeds more particularly  
describing said standing trees will  
be forwarded herewith, and is  
prayed to be considered with this  
bill. The said Ketcher does not  
own any part of this account  
in his individual right, but the  
contract was with A. P. Willits,  
and so and the credit extended to  
them alone.

The premises considered your  
creditors pray that A. P. Willits,



and John Flanagan, lumber men  
 trading under the firm name and  
 style of A. O. Willits & Co be made  
 parties defendant, to this bill and  
 that they answer the same, ~~and~~ but  
 they need not do so upon oath  
 that being expressly waived - that  
 said timber logs trees and live stock  
 be levied upon and attached and held  
 subject to the order of this Court  
 that upon a hearing a decree be  
 rendered directing its property at-  
 tached upon to be sold and the pro-  
 ceeds thereof or so much thereof  
 as may be necessary be paid  
 over to your orators and their  
 debts fully paid. And for all  
 other further and general relief.  
 May Vasa issue &c.

A. L. O'Brien.

p. q.



Do to 1.50  
C 12.29  
S 1.00  
Depts 2.00  
Pr 5.00 Pd  
At 15.00

36.79  
Estimate 6.00 Pd  
\$42.79

Ball & Ritchie

Bill Chy  
For good Attach

A. P. Willits & Co

- 1892 2<sup>nd</sup> Jan. Rules  
Bill filed 3pa  
executed on home  
rights + D. Nisi as to  
them order Pub. Land  
1<sup>st</sup> Feby Rules contd  
for order Sale  
2<sup>nd</sup> Feby Rules order  
Pub. Completed.  
Nisi confd + cause  
set for hearing by P.  
March Contd.  
Apr. S. T.  
June Decree for  
Sale + Contd.  
Nov Decree final

19.06  
1.50  
1.00  
21.56



Chestnut, N 23° W 11 poles to a large  
poplar N 34° W 23 poles to a locust  
on steep bench N 12° W 34 poles to top  
of mountain, Thence with state  
line S 76° W 54 poles to a stake  
corner to M. S. Ball thence south  
with Ball's line 221 poles to the  
beginning containing seven hun-  
dred & sixteen acres (716) on this  
the 8<sup>th</sup> day of January 1892  
12 o'clock M. J. M. Weston <sup>Deputy</sup>  
for C. E. Flannery S. L. C.

And also the logs belonging to A. P.  
Willits & Co, severed and at Rose  
Hill depot, and remaining on  
said lands or else where. This  
2 o'clock P. M. Jan. 8<sup>th</sup> 1892.

J. M. Weston <sup>Deputy</sup>  
for C. E. Flannery S. L. C.

**The Commonwealth of Virginia.**

To The Sheriff of Lee County Greeting:

We Command You to Summon

A. P. Willits and John

Flannery log and lumber men  
trading under the firm name  
and style of A. P. Willits & Co

*third*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Court house on the first Monday  
in January next being rule day to answer a bill in Chancery exhibited in our said Court

against *them* by *M. S. Ball & H. Ritchie*  
*Merchants and partners in trade*  
*under the firm name & style of*  
*Ball & Ritchie.*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.  
This 8<sup>th</sup> day of January 1892, in the 11<sup>th</sup> year of the Commonwealth.

Clerk.

A Copy Teste







Ball & Ritchie vs. Alffs, } In Chancery.  
vs  
A. P. Willits vs. Alffs, }

This cause came on again this day to be again heard upon the papers formerly read in the cause, and the report of James A. Vandewater Deputy Sheriff, filed therein on the 25<sup>th</sup> day of October 1893, and was argued by counsel.

And by agreement of the parties by their counsel, the Court renders the following decree in said cause:

It is adjudged, ordered, and decreed that the sale made by said Vandewater as shown by his said report be and the same is hereby set aside and annulled, and that the property heretofore attached on as shown by the return of the sheriff endorsed on the subpoena in this cause, be and the same is hereby discharged and released from the lien of said attachment.

And there remaining nothing further to be done, it is ordered that this cause be dismissed, and the same is stricken from the docket.



Ball & Ritchie,

vs E. Moore  
& J. Neal.

A. P. Millitt & Co.

Entered Ch. O. B. p 552  
Nov. 18<sup>th</sup> 1893.

Entered this  
Nov. 18<sup>th</sup> 1893.



Ball & Ritchie  
against  
A. P. Willits & Co.

This cause came on  
this day to be heard upon the ~~papers~~  
bill of the plaintiff and exhibits  
filed the depositions of witnesses  
and was argued by Counsel. On con-  
sideration whereof and for reasons  
appearing to the Court it is adjudged  
ordered and decreed that the plaintiff  
recover from the defendant A. P. Willits  
and John Flanagan, lumber & log  
men trading under the firm name &  
style of A. P. Willits & Co the sum of  
\$440. 76 with legal interest thereon  
from Dec. 20 1891 till paid and the costs  
of this suit. And unless the defendant,  
or some one for them pay the same  
within 20 days from the rising of this  
Court then the Sheriff of this County  
will proceed and sell the property  
attached on or so much thereof as  
may be necessary to pay the plaintiff's  
debt and the costs of suit & sale.  
He will sell the timber levied on, on  
some Court day at the front door of  
the Court House of this County on a  
credit of six months except so much  
as may be necessary to pay the costs  
of suit & sale this he will require  
to be paid in hand. And for the resi-  
due take bond payable to himself  
as Sheriff with interest from day



of sale, with good personal security.  
But before proceeding to sell  
under this decree he will post  
notice thereof for at least 30 days  
on the front-floor of the Court House  
of this County and at some public  
place in the neighborhood where the  
land lies setting out time terms and  
place of sale. He will report  
his action to his Court at its next  
term & the Cause is Continued.

Buell & Ritchie

Decree for  
Sale

A. P. Willet & Co

June 1. 1892

Entered in C. O. Book p. 430

This June 16. 1892

J. A. G. Hyatt  
Clerk

Enter this  
June 16. 1892  
H. A. Hyatt



Messrs. A. *R.* Willits and John Flanagan: Partnerstrading  
under the firm name and style of A.P. Willits & Co.

Gentlemen:

You will Take Noticethat on the 14day of May  
1892 at the Store House of Ball & Snavely in Lee County Virginia We  
the undersigned will proceed to take the Depositionedons of M.S.

Ball and others; which when taken are intended to be read as evid-  
dence in our behalf in a certain suit in Chancery now pending in  
the Circuit Court of Lee County, Va. In which We are plaintiffs and  
You are defendants. And if from any cause the taking thereof be  
not commenced or if commenced be not concluded on that day the  
taking thereof will be adjourned and continued fom day to day and  
from time to time untill the same shall be completed.

Yours Truly,

M.S. Ball

H. Ritchie Merchants and  
partners trading under the firm name and style  
of

"Ball & Ritchie."



Ball & Ritchie

"Ball & Ritchie"

vs } Notice  
      } Notice.

"A.P. Willits & Co."

*Executed by delivering  
ing a true copy of the  
within notice to B.H.  
Seiwell atty for A.P.  
Willits & Co who are  
non residents of the  
state of Virginia - this  
May 8 1892*

*J. H. Weston D.S.  
for S.E. Flanary S.G. 6*



The depositions of M. S. Boll, W. Ritchie  
George Snively<sup>and</sup> John Gorbell taken at the  
store house of Boll & Snively in Lee Coun-  
ty Virginia on the 14<sup>th</sup> day of May 1892  
pursuant to notice herewith filed,  
and which are intended to be read  
as evidence on behalf of said M. S. Boll  
and W. Ritchie in a certain suit at  
Law now now pending in the Circuit  
Court of Lee County Virginia where  
in the said Boll & Ritchie are/plffs  
and A. P. Willets & John Flanagan Partners  
trading under the firm name of A. P.  
Willets & Co are defendants.

M. S. Boll a witness of Lowfull age  
after being <sup>duly sworn</sup> deposed and says—  
First question,

Are you M. S. Boll of the late firm of  
Boll & Richie  
answer to first question  
I am

Second question

Second Junction of A. P. Willets & Co  
bid the firm of ~~W. A. and A. A. Willets~~  
keep ~~an~~ general or running account with  
your firm when in the Lumber busin-  
ess in this neighborhood.

answer to 2<sup>one</sup> question

They gave orders in the name of William  
Hetzger, but I understood from my partner Mr. Richie that they  
guaranteed the payment.



of the orders

<sup>3<sup>rd</sup> question</sup>  
Did A. P. Willets & Co pay any of the orders  
given in the name of William Hettyer.  
answer to 3<sup>rd</sup> question

They did.

<sup>4<sup>th</sup> question</sup>

Did ~~you~~ A. P. Willets of the firm A. P. Willets  
& Co after having agreed to pay, and having  
paid some of the orders given in the name  
of William Hettyer ever agree to pay the  
balance now due the said Roll & Richie  
answer to 4<sup>th</sup> question

December 1891

He did on the day of ~~the 10th~~ tell  
me that as soon as he returned to  
Philadelphia Pa he would send  
me a check for the amount of the  
account now due.

<sup>5<sup>th</sup> question</sup>

Did he send the check as he agreed  
to do, or has he ever sent it.

answer to 5<sup>th</sup> question

He has not

and further this deponent repeats not.

W. S. Bull

He. Richie a witness of lawful age  
after being first duly sworn de-  
posed and says.

<sup>1<sup>st</sup> question</sup>

Are you a member of the late firm  
of Roll & Richie  
answer

I am

<sup>2<sup>nd</sup> question</sup>

Did the said firm of A. P. Willets & Co  
keep a general running account with the  
firm of Roll & Richie when doing a lumber  
business in this neighborhood.

answer to 2<sup>nd</sup> question.

They authorized me to open an account  
in the name of William Hettyer their  
agent, and said that they would  
pay all orders given in said Hettyer's  
name, Monthly.

<sup>3<sup>rd</sup> question</sup>

Did they pay any of the orders given  
in the name of said Hettyer.

answer to 3<sup>rd</sup> question

They did, ~~pay~~ no 3 monthly  
payments amount in all to one hundred  
& fifty <sup>one</sup> dollars and fifty cents.

<sup>4<sup>th</sup> question</sup>

How were the payments made.

answer to 4<sup>th</sup> question

They were made <sup>by</sup> the checks of A. P.  
Willets & Co made payable direct to Roll &  
Richie.

<sup>5<sup>th</sup> question</sup>

How much is still due the firm of



Boll & Ritchie by said A. P. Willet & Co  
answer to 5<sup>th</sup> question.

There is still due the firm of Boll  
& Ritchie by said A. P. Willet & Co Four  
hundred & forty six dollars & seventy  
Cents. further this deponent says  
not. W. Ritchie

George S. Snively a witness of lawful age  
after being first duly sworn deposed  
and says.

first question.

Were you doing business for the  
firm of Boll & Ritchie at the time  
A. P. Willet & Co engaged in the Lumber  
business in this neighborhood.

answer to first question

yes.

2<sup>nd</sup> question.

Did A. P. Willet & Co authorize you as  
agent for Boll & Ritchie to open and accou-  
nt and pay orders given in the name  
of their agent William Feltzer and tell  
you that they would pay the orders.

They did.

3 question.

When were these payments to be  
made.



answer to 3<sup>th</sup> question asked novelly.

They were to be paid monthly.

4<sup>th</sup> Question

Did the said Willets & Co pay any of said orders given in the name of said Helyer and if so, in what way were the orders paid.

answer to 4<sup>th</sup> question

They paid one hundred & fifty one dollars & fifty cents on said orders in Checks of A. P. Willets & Co, said Checks were made <sup>payable</sup> direct to Boll & Richie.

5<sup>th</sup> Question

How much is still due the firm of Boll & Richie by said A. P. Willets & Co on orders given in the name of William Helyer.

answer to 5<sup>th</sup> question

There is still due Boll & Richie on said orders Four hundred & forty six dollars & seventy cents.

6<sup>th</sup> Question

After the said Willets & Co had paid the amount stated above on said order ~~they~~ did they agree to pay the balance due said Boll & Richie.

answer to 6<sup>th</sup> question

He did. he asked me for a statement of the account in the month of



of December 1891 and said he would  
send a check for the amount.

And further this deponent says to  
not. *George S. Snively*

No other witness appearing on this  
day, the taking of these depositions  
are adjourned until the 16<sup>th</sup> day  
of May 1892 at the Store of Ball  
& Snively. *L. D. Fulkerson N. P.*

Met pursuant to ~~agreement~~ <sup>store</sup> adjourn-  
ment, at the ~~dwelling~~ <sup>store</sup> house of Ball  
& Snively in said County of Lee on  
the 16<sup>th</sup> day of May 1892  
*L. D. Fulkerson N. P.*

John P. Gorbell a witness of  
lawful age being duly sworn  
deposed and says  
first question.

Were you the Book Keeper and  
General Manager for A. P. Willets  
who while they were engaged  
in the lumber business in this  
neighborhood.

Answer to first question. I was.

Second question.

Did you give orders in the name  
of William Helger to Ball & Snively

Answer. I did

3<sup>rd</sup> question

How were said orders to be  
paid and by whom

Answer. Said orders were to  
be paid monthly by A. P. Willets  
who.

4<sup>th</sup> question.

Did A. P. Willets who pay  
any of said orders and if so  
how much.

Answer to 4<sup>th</sup> question.

They paid one hundred &  
fifty one dollars & seventy cents  
on said orders.

6<sup>th</sup> question

Did A. P. Willets who ask you  
for a statement of the balance  
due Ball & Snively on <sup>said</sup> Helger orders  
in the month of December 1891 and  
agree to send check for same.

Answer to 6<sup>th</sup> question

They did.

Further this deponent says to not

*John P. Gorbell*



Virginia Lee County To wit

I L.D. Fulkerson a Notary Public for the County of Lee in the State of Virginia do Certify that the foregoing depositions of

M. S. Boll. H. Richie, Geo. S. Snively and John P. Gubell were duly taken sworn to and subscribed before me at the times and places mentioned in the Caption. Given under my hand this 16<sup>th</sup> day of May 1892.

L. D. Fulkerson N. P.

Boll & Ritchie

20/10

H. P. Weibull

Received by me  
John P. Gubell  
of Lee County  
Virginia taken  
at Lee County  
May 1892  
L. D. Fulkerson

Adams Dec 150  
2.00



Virginia Lee County to wit:

This day H. Ritchie personally appeared before me the undersigned and made oath that he is a member of the firm of Ball & Ritchie, which firm is composed of affiant and M. S. Ball that they are partners doing business under the firm name and style of Ball and Ritchie that A. P. Willits and John Flanagan, log & lumber men trading and doing business under the firm name and style of A. P. Willits also are justly indebted to the said firm of Ball & Ritchie in the sum of \$440.76 which was due & payable on Dec. 20<sup>th</sup>, 1891. And that A. P. Willits and John Flanagan are non residents of <sup>or</sup> and have never resided in Virginia and that said A. P. Willits and John Flanagan have estate and effects in the County of Lee and State of Virginia; and that they the said Willits and Flanagan are removing and intend to remove their effects or a material part thereof out of the State of Virginia so that there will not probably be therein in said County and State effects and estate



of said debtors Willits & Hlanagan  
to satisfy said claim when judge-  
ment is obtained therefor should  
only the ordinary process of law  
be used to obtain such judgement  
And affiant further makes oath  
that said statements and facts above  
stated are true to the best of affiant's  
belief. that said claim is just  
and unpaid and amounts to the  
sum and is payable at the  
time above stated.

Given under my hand this Jan  
8<sup>th</sup> 1892. J. A. Syatt Clerk

Ball & Ritchie

v { Affiant:

A. P. Willits, Hes

Filed January 8<sup>th</sup> 1892  
J. A. Syatt C.



To the Hon. H. S. T. Morrison  
Judge of the Circuit Court  
for Lee County.

In obedience to the  
requirements of a decree  
entered on the 6<sup>th</sup> June 1892  
in the Chancery Cause of Ball  
and Ritchie vs A. P. Willets & Co,  
I posted notices on the Court  
house door, at Ewing and  
at the store of Ball and Ritchie  
in Lee County, on the 5<sup>th</sup> day  
of August 1892, showing  
that I would proceed  
on the first day of Sept,  
Term of the County Court  
to sell according to the  
terms set out in said  
decree the standing timber  
set out in said Bill and  
proceedings, (I file herewith  
a copy of said notice)

But on said first day  
of Sept, County Court, at



the request of the Plff, who stated some propositions of payment of the debt herein sought to be collected, by the defendants had been made, Said sale was postponed until first day of October County Court.

And on said day, at the front door of the Court House, I offered said Standing timber, fully described in the Bill and exhibits for sale, quite a number of persons were present, and after dwelling some time & receiving several bids from various persons. the said timber was knocked down to Ball & Ritchie at the price of \$415.<sup>00</sup> that being the highest bids received.



Said purchases have paid me \$61.35 the costs and commissions, and I have paid out the same to those entitled thereto retaining my own costs & commissions. (see receipts herewith filed)

And said Ball and Ritchie being the only creditors, and this being the only attachment on lien resting against said timber, Your Court, did not think it expedient to take notes as required in said decree, from the purchasers, it is only necessary that Ball & Ritchie give credit on their claim of \$354.65 the net purchase price of said timber.

Respectfully Submitted,

J. O. Vandewater D. S. & Clerk



Dall & Pitkin  
vs D. L. Conroy  
Repar  
A. D. Mitchell

Filed Oct 25<sup>th</sup> 1892  
J. A. Hyatt





October 25<sup>th</sup> 1892

J. A. Vandewater D. S. & Co.

Twenty four &  $\frac{79}{100}$  Dollars

my fees as clerk and O. Pub. fee in the case  
of Ball & Ritchie vs. A. D. Willits & Co.  
\$24.79

J. A. S. & Co.

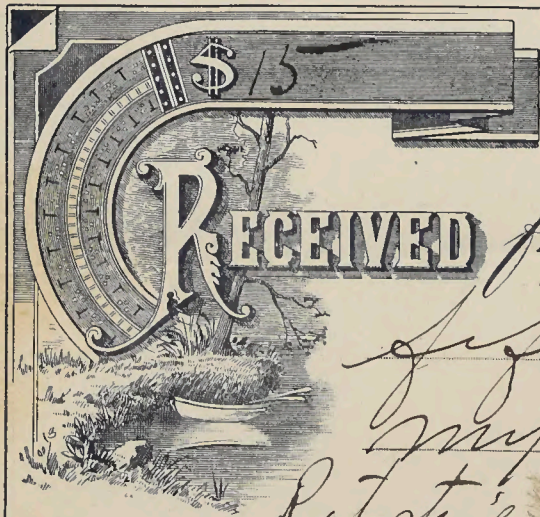


J. A. Hyatt

Dr. J. A. Hyatt

1881





Oct 25<sup>th</sup>

1892

from J. A. Vanderveenter  
fifteen ————— Dollars  
my fee in Care of Ball &  
Litchie & S. P. Willig et al.  
A. L. Osterme



L. 2. 80

11-25-1891

This Deed made this thirteenth day of July  
A.D. 1891. Between John Flanagan of the  
City of Pittston State of Pennsylvania and  
Marrie B. his wife Frank Benton of the City  
of Philadelphia State of Pennsylvania and  
Laura to his wife Edwin F. Partridge of  
the same City and State and Hecurtha H. his  
wife and Charles N. Foster of Meriden  
State of Connecticut parties of the first  
part and Archelaud W. Mills of the City  
of Philadelphia and State of Pennsylvania party  
of the second part.

Witnesseth that for and in consideration  
of the sum of Twenty seven hundred and  
fifty eight dollars cash in hand paid  
the receipt of the said Twenty seven hundred  
and fifty eight dollars being hereby  
acknowledged The said parties of the  
first part do grant unto the said party of  
of the second part with General Warranty  
the following tracts of land situated  
lying and being in the county of Lee and  
State of Virginia between Chadsells  
and Fulkersons Gap and the Cumberland  
Mountain containing three hundred  
and seventy nine acres according to a  
plot and survey made by C. B. Johnson  
on the first day of September A.D. 1891  
and bounded and described as follows



The first tract of land. Beginning at a  
Chestnut near Chadwell Gap - a corner to  
Willis and Britten land on Bench of Mountain  
in line of M. S. Ball thence N 80 W 34 poles to  
a hickory and chestnut oak S 85 W 40 poles to  
a chestnut S 75 W 148 poles to a Hickory S 75 W  
80 Poles to a Red oak S 85 W 76 poles to a  
Chestnut N 70 Poles to a chestnut N 10 W 24 Poles  
to three chestnuts N 12 Poles to a large poplar S.  
58 W 116 poles to a large chestnut, W 98 Poles to  
a chestnut oak N 30 W 38 poles to a chestnut oak,  
W 70 Poles to three chestnut oaks and a spur.  
Thence leaving Willis and Britten's land N 23 E,  
150 Poles to five hickories four black oaks  
and Sugar trees on top of Mountain corner  
to the 1150 acre entry of Gibson N 55 E, 30.  
Poles to three hickories N 83 E, 25 Poles to  
three hickories S 71 E 20 poles to a locust  
N 87 E 20 Poles to a State South 85 E 28  
Poles to two hickories North 81 E 32 poles  
to two hickories N 44 E 52 Poles to two hickories  
S 65 E 48 Poles to a large chestnut oak S 80 E 134  
Poles to a hickory N 79 E 30 Poles to a white oak  
and large rock S 77 E 60 Poles to a Triple chestnut  
by a large rock N 84 E 40 poles to a Locust S 72 E  
58 Poles to two hickories N 82 E 65 Poles to a large  
hickory S 53 E 120 Poles to two small hickories  
and top of Mountain near large flat  
rock corner of M S Ball



S46 Poles with Balls line to beginning  
Containing Six hundred and Sixty three (663) acres  
And the other tract Beginning at a chestnut  
on top of a Spur Southeast corner of M.D. Ball  
in Fields line thence S 86 E 122 poles to a stake on  
~~rock~~ a Spur N 59 E 1408 Poles to two chestnuts  
by a large rock N 64 E 161 poles to a stake by  
a large rock and center of a Spur line  
claimed by Ball & Gibson N 22 W 7 Poles  
to a small black oak N 58 1/2 W 17 Poles to a  
poplar N 22 1/2 W 5 1/2 Poles to a small chestnut  
N 42 1/2 W 19 Poles to a large chestnut N 23 W 11 poles  
to a large poplar N 34 W 23 Poles to a ~~tree~~ Locust  
on a Slope Bench N 12 W 34 Poles to top of Mountain  
Thence with State line S 76 W 584 Poles to a State  
corner to M.D. Ball Thence South with Balles line  
221 Poles to beginning. Containing Seven hundred  
and Sixty three (763) The Said plots are made  
a part of this deed to be recorded herewith  
and to which reference is hereby made Said  
lands being a part of tract granted by  
the common wealth of Virginia to Nathan  
Fields. the Said parties of the first part hereby  
covenant that they have the right to convey the  
Said lands to the grantee that they have done no  
act to encumber the said lands that said grantee  
shall have quiet possession of the same said land  
free from all encumbrances and that they the  
Said parties of the first part will execute such



further assurance of the said lands as may be  
required.

In witness whereof the said parties to these presents  
have hereunto set their hands and seals Dated the  
day and year first above written.

Sealed and Delivered in John Flanigan

the presence of us

Carrie B Flanigan

F. J. Brinkley

Frank Brenton

as to Frank Brenton Laura

Laura C Brenton

to Brenton Edward F Partridge

Edward F Partridge

and Henrietta H Partridge

Henrietta H Partridge

W. E. Leamp Jas B. Mills

Charley A Foster

E. A. Merriam

A. E. Austin

State of Virginia

City of Bristol

To wit I F. J. Brinkley a

Notary Public for the City

and State aforesaid do certify that John Flanigan

and Carrie B Flanigan whose names are signed

to the writing within bearing date and the 9th

day of October 1891 have acknowledged the

same before me in my City and State aforesaid

Given under my hand this 9th day of October

1891

F. J. Brinkley

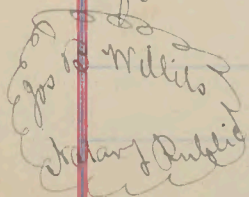
Notary Public



State of Pennsylvania  
County and City of Philadelphia

On the Thirten day of October Anno  
Domini 1891. before me the undersigned a  
Notary Public in and for the Commonwealth  
of Pennsylvania residing in the city of  
Philadelphia personally appeared the above  
named Frank Brenton and Laura C. his wife  
Edward H Partridge and Henrietta H. his wife  
and in due form of law acknowledged the  
within indenture to be there and each of  
their act and deed and desired the same right  
be recorded as such and the said Laura C.  
Brenton and Henrietta H Partridge being  
of full age and apart from their said husbands  
by me thereon privately examined and the full  
contents of the within deed being by me first  
made known unto them did thereupon declare  
and say that they did voluntarily and of  
their own free will and accord sign each  
deed and as their act and deed deliver the within  
written instrument deed or conveyance without any  
coercion or compulsion of their said husbands  
Witness my hand Notaria Real the day and year  
aforesaid

Jas D. Millits  
Notary Public





51  
State of Connecticut

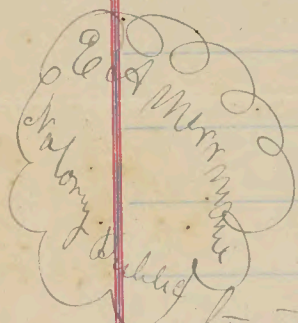
County of New Haven

Meriden October - 14<sup>th</sup> 1891

Personally appeared Charles R  
Foster Signer and Sealer of the foregoing instrument  
and acknowledged the same to be his free  
act and deed before me

E A Merriman

Notary Public



State of Pennsylvania

County of Philadelphia, D. D.

I William B Mann

Prothonotary of the

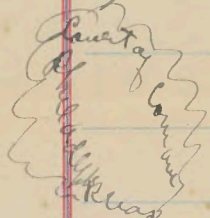
Courts of common Pleas of said County which  
are Courts of records having a common Seal  
being the officer authorized by the laws of the  
State of Pennsylvania to make the following  
Certificate do certify that Joseph B Mittels Esquire  
whose name is subscribed to the certificate of  
the acknowledgment of the annexed instrument  
and thereon written was at the time of such  
acknowledgment an Notary Public for the  
Commonwealth of Pennsylvania residing in  
the County aforesaid duly commissioned and  
qualified to administer oaths and affirmations  
and to take acknowledgments and proofs of deeds  
or conveyance for lands tenements and hereditaments  
in said State of Pennsylvania and



6

to all whose acts as such full faith and credit  
are and ought to be given, as here in courts of  
judication as elsewhere, and that I am well  
acquainted with the handwriting of the said Notary  
Public and averily believe his signature thereto  
is genuine and I further certify that the said  
instrument is executed and acknowledged in  
conformity with the laws of the State of Pennsylvania  
In testimony whereof I have hereunto set my hand  
and affixed the Seal of said Court this 15<sup>th</sup> day of  
October in the year of our Lord one thousand  
Eight hundred and ninety and

William B Mann Prothonary



State of Connecticut  
County of New Haven 2<sup>80</sup> County Clerk office J.  
Edward A. Hall Clerk of the Supreme Court  
and ex officio of the County Court the same being  
Court of Record and authorizes my law to certify  
the records of said county court within and  
for New Haven County and Keeper of the Seal  
Thereof and of the Commissioner of Justice of  
the peace and of the Commissioner of the Supreme  
Court for said county and of Notaries  
Public hereby certify that E. A. Merriam Esq.  
was on the 14 day of October 1891 ever since  
has been and now is a Notary Public within  
and for and residing in



Said County duly appointed Commissioner and sworn having full power and authority by the laws of this State to take the acknowledgment of deeds and other instruments and to certify the same and also administer oaths to take affidavits and depositions of court and to give certificates thereof that full faith and credit may and ought to be given to his official acts and attestations that the signature to the instrument hereto annexed purporting to be his I believe to be his genuine official signature. That I am well acquainted with his hand writing and that the said instrument is executed acknowledged duly authenticated according to the laws of this State.

In testimony whereof I have hereto set my hand and affixed the seal of said County at Staunton in said County and State on this the 15th day of October 1891

Edward A. Ankell

Virginia Lee County Court.

Clerk

In the office of the clerk of the said County the 14 day of November 1891 this deed was presented and together with the certificates thereto annexed admitted to record by John R. Gibson clerk

A Copy Leste J. A. Story & Co



A. P. Willits  
From <sup>3</sup> Copy of Bird  
John H. Langmuir,

11 55  
4 32  
2 723  
361

Free for C\$2.00



Ewing Lee Canty Va

		A. P. Willits & Co Dr To Ball & Ritchie		cr.	der.
June 25 1891		for Merchant Disc & Co:			
		To goods by Wm Fitzer			1.00
"	"	" " " " " "			2 50
"	"	" " " " " "			2 20
"	"	" order " Andy Taylor			1 50
"	"	" goods " Wm Fitzer			15-
Aug 17	"	" " " " " "			1 60
"	"	" " " " " "			05-
"	"	" " " " " "			55-
"	"	" " " " " "			25-
"	"	" " " " " "			10
"	"	" " " " " "			25-
"	"	" order " Wm Long.			2 00
"	21	" " " wife			50
"	22	" " " Wm Fitzer			1 44
"	"	" " " " " "			20
"	"	" " " " " "			05-
"	24	" " " " " "			15-
"	"	" " " " " "			05-
"	"	" " " " " "			35-
"	25-	" " " " " "			2 45-
"	"	" " " " " "			40
"	26	" " " " " "			10
"	27	" " " " " "			47
Sept 5-	"	" " " John Lennan.			6 00
"	"	" " " Wm " "			5 00
"	"	" " " D. J. Surber			1 00
"	"	" " " Jas McBay			5 00
"	"	" " " Dan Owens			20
"	"	" " " Wm Fitzer			10
"	7	" " " Pres Parkey			40
"	"	" " " Wm Fitzer			4 23
"	"	" " " Wm " "			2 20
"	"	" " " " " "			40
"	8	" " " Pres Parkey			10 00
"	9	" " " John Lennan			3 50
"	"	" " " W. C. Carmick			3 00
"	10	" " " Andy Taylor			2 50
		amen. P 2			\$ 61 94



			Brought from P1	\$ 61 94
Sept 10	1891	1	order by Sam Owens	5 00
" 11	"	1	" " D. Furber	5 00
1 12	"	1	" " Wm Fetter	20
" "	"	1	" " " "	52
" "	"	1	" " C. E. Jones	1 00
" "	"	1	" " Jas McCoy	50
" "	"	1	" " McCormick	3 00
" "	"	1	" " D. Furber	2 50
" "	"	1	" " Bill Lennar	6 00
" 19	"	1	" " Jas McCoy	1 00
" "	"		Cred by checks	\$ 51 50
" 19	"	1	order by Sam Owens	6 00
" "	"	1	" " Sam Montgomery	4 00
" "	"	1	" " John Lennar	3 00
" "	"	1	" " D. Furber	4 15
" "	"	1	" " J. H. Ayers	1 50
" "	"	1	" " Pres Parkey	6 00
" 21	"	1	" " Ephrem Crockett	6 00
" 23	"	1	" " Anis Mints	4 00
" 24	"	1	" " McCormick	5 07
" "	"	1	" " Andy Taylor	1 10
" "	"	1	" " Sam Montgomery	3 50
" 25	"	1	" " Wm Fetter	1 25
" "	"	1	" " " "	20
" 26	"	1	" " McCormick	2 00
" "	"	1	" " A Mints	5 5
" "	"	1	" " D. Furber	6 50
" "	"	1	" " J. G. Hurd	1 25
" "	"	1	" " John Lennar	2 25
" "	"	1	" " J. G. Hurd	1 75
" "	"	1	" " Ed Mints	4 50
Oct 1	"	1	" " McCormick	5 25
" "	"	1	" " Andy Taylor	2 00
" 2	"	1	" " Anis Mints	4 00
" "	"	1	" " Ben Kelley	50
" "	"	1	" " McCormick	5 00
" "	"	1	" " Wm Fetter	1 00
" 3	"	1	" " " "	30
" "	"	1	" " J. L. Johnson	3 00
" "	"	1	" " Wm Eldridge	4 00
" "	"	1	" " J. G. Hurd	1 75
" "	"	1	" " D. Furber	6 00
over P 3				\$ 51 50
				\$ 184 03



Brought from p 2

\$ 51 50

\$ 184 03

Oct 3	1891	1	order by Sam Owens	88
"	"	"	1 " " Sam Mautgumy	5 50
"	"	"	1 " " Sam Owens	1 00
"	"	"	1 " " Andy Taylor	3 50
"	"	"	1 " " Ed Mintz	4 00
"	"	"	1 " " John Lemarr	1 75-
"	6	"	1 " " Wm Futscher	32
"	"	"	1 " " " "	2 40
"	9	"	1 " " John D. Garhal cash	10 00
"	"	"	1 " " Wm Futscher	10
"	10	"	1 " " Frank Marten	1 75-
"	"	"	1 " " Wm Futscher	40
"	"	"	1 " " Andy Taylor	4 00
"	"	"	1 " " John Lemarr	2 75-
"	"	"	1 " " Fred Eldredg	2 00
"	"	"	1 " " Sam Owens	1 15-
"	"	"	1 " " Aris Mintz	4 00
"	"	"	1 " " Isham Kurd	1 75-
"	"	"	1 " " John Lemarr	1 00
"	"	"	1 " " Fred Eldredg	3 00
"	"	"	1 " " Ed Mintz	3 00
"	16	"	1 " " Andy Taylor	4 00
"	17	"	1 " " Wm Futscher	1 32
"	"	"	1 " " " "	76
"	"	"	1 " " " "	1 45-
"	"	"	1 " " Aris Mintz	5 00
"	"	"	1 " " J. P. Kurd	1 75-
"	"	"	1 " " Ed Mintz	4 00
"	"	"	1 " " Wm Eldredg	3 00
"	"	"	1 " " Andy Taylor	4 00
"	"	"	1 " " Jas M. Bay	7 50
"	"	"	1 " " J. F. Surber	3 36
"	"	"	1 " " John Lemarr	1 75-
"	"	"	1 " " Wm Futscher	20
"	19	"	1 " " " "	20
"	22	"	1 " " Frank Marten	1 50
"	"	"	1 " " Wm Futscher	76
"	24	"	1 " " J. F. Surber	6 00
"	"	"	1 " " Isham Kurd	5 5-
"	"	"	1 " " " "	1 75-
"	"	"	1 " " John Lemarr	2 50
"	"	"	1 " " Frank Gibson	1 75-
over p 4				
				\$ 51 50 \$ 290 32



(4)

Brought from P 3				\$ 51 38	\$ 290 32
Oct 24 1891	1	order - by	Ed Mintz		5 00
" "	"	"	Wm Eldredg		6 75-
" "	"	"	Andy Taylor		5 00
" "	"	"	J. F. Surber		4 00
" "	"	"	Amis Mintz		4 00
" 27	"	"	Fred Eldredg		7 00
" "	"	"	Wm Feltner		1 15-
" "	"	"	"		10
" 29	"	"	"		7 25-
" "	"	"	McLay		5 82
" 30	"	"	"		2 00
" 31	"	"	Ed Mintz		7 00
" "	"	"	Wm Feltner		75-
" "	"	"	J. F. Surber		6 00
" "	"	"	Wm		4 80
" "	"	"	"		1 75-
" "	"	"	Isaac Hurd		2 00
" "	"	"	John Lemann		2 00
" "	"	"	Wm Surber		3 25-
" "	"	"	Fred Eldredg		5 75-
" "	"	"	Wm		4 50
Nov 2	"	"	Amis Mintz		4 00
" "	"	"	John Lemann		8 55-
" "	"	"	Isaac Hurd		75-
" "	"	"	J. F. Surber		64
" "	"	"	Wm Eldredg		2 00
" "	"	"	John Surber		40
" "	"	"	J. F. Surber		1 75-
" 7	"	"	Pres Parker		4 95-
" "	"	"	Andy Taylor		4 00
" "	"	"	Wm Feltner		9 09
" "	"	"	"		5 04
" "	"	"	"		1 00
" "	"	"	"		80
" "	"	"	Isaac Hurd		25-
" "	"	"	Gas McLay		1 30
" 12	"	"	Ephraim Crockett		1 50
" "	over to pa 5-				\$ 57 50 \$ 422 21



Dr		Cr	
raw	Brought from P 4	\$ 5-1 50.	\$ 422 21
Oct 12 1891	1 order by Andy Taylor		3 25-
" "	" " Mrs Fitzer		32
" 14	" " Ed Mintz		3 00
" "	" " J. F. Surber-		1 75-
" "	" " Mrs Surber-		1 75-
" "	" " E. C. Hurd		2 00
" "	" " John Lemon		2 00
" "	" " Isham Hurd		2 00
" "	" " Andy Taylor		1 00
" "	" " J. F. Surber-		1 75-
" 16	" " John Lemon		1 81
" 17	" " Jas Mc Coy		8 00
" 6	" Cred by check	50.00	
" 17	" " Jas Mc Coy.		3 00
" 18	" " Andy Taylor		1 00
" 20	" " Mrs Fitzer		75-
" "	" " Frank Manten		1 80
" "	" " Andy Taylor		1 50
" 21	" " E. C. Hurd		2 00
" 21	" " Lulu "		1 00
" "	" " Isham "		2 50
" "	" " Ed Mintz		4 00
" "	" " Anis "		2 00
" "	" " Andy Taylor		3 30
" 23	" " Pres Parky		9 90
" "	" " Dud Eldredg		5 00
" "	" " Mrs Fitzer		50
" "	" " " "		75-
" "	" " " "		13
" 25-	" Cred by check	\$ 50 00	
" 27	" 1 order by J. F. Surber		7 00
" "	" " J. F. Ayers		6 00
Dec. 3 1891	1 " " Andy Taylor		1 00
" "	" " Mrs Fitzer		3 35-
" "	" " Andy Taylor		2 00
" "	" " John Lemon		2 50
" "	" " Lulu Hurd		2 00
" "	" " J. F. Surber-	\$ 15-1 50	5-25-
			5-19 07



					Dr	Cr
		Brought from P5-			\$ 15-1 50	\$ 5-19 07
Dec. 3	1891	1	order by Wm Surber			1 75-
"	"	"	1 " " Isaac Surber			1 75-
"	"	"	1 " " J J Eldredge			9 25-
"	"	"	1 " " Isham Hurd			73
"	"	"	1 " " Andy Taylor			1 50
"	"	"	1 " " Amos Mintz			4 50
"	"	"	1 " " John Lemarr			2 00
"	"	"	1 " " Jas Hampton			6 00
"	"	"	1 " " Eule Hurd			2 00
"	"	"	1 " " Isham Hurd			2 00
"	"	"	1 " " Ed Mintz			4 00
"	"	"	1 " " Andy Taylor			5 00
"	5-	"	1 " " Jas McLeay			4 80
"	"	"	1 " " Eule Hurd			1 70
"	"	"	1 " " Andy Taylor			75-
"	"	"	1 " " John Surber			1 75-
"	"	"	1 " " J J Surber			1 75-
"	"	"	1 " " John Surber			2 00
"	"	"	1 " " Andy Taylor			3 50
"	"	"	1 " " Ed Mintz			3 00
"	"	"	1 " " Isham Hurd			50
"	"	"	1 " " Amos Mintz			4 50
"	7	"	1 " " Jas McLeay			1 50
"	"	"	1 " " John Lemarr			2 00
"	"	"	1 " " Isham Hurd			2 00
"	"	"	1 " " Eule Hurd			2 00
"	"	"	1 " " James McLeay			6 00
Total charges & credits					\$ 15-1 50	\$ 5-97 30
Leaving due Dec-20-1891						\$ 4-45-80
Ball & Ritchie						



Bull & Richie Acco-  
os

A. P. Mellito & Company

Filed Aug 22<sup>nd</sup>  
1892  
J. A. Bennett



M. S. Ball & S. H. Ritchie, merchants  
and partners in trade under the  
firm name and style of Ball &  
Ritchie

against

A. P. Willits and John H. Hagan  
log and lumber men trading under the  
firm name and style of A. P. Willits  
& Co.

The object of this suit, now  
pending in the Circuit Court of  
Lee County, Virginia, is to attach  
the real estate <sup>of A. P. Willits</sup> a body of standing  
trees upon the lands of George W.  
Gibson and Wm. H. Gibson in Lee  
County, Virginia, as shown by a  
deed of said Gibsons to Christian  
Van Gunden and others recorded  
in deed book , page.

And also by deed of Christian  
Van Gunden John Hagan & others  
Partridge and others to A. P. Willits  
recorded also in the Clerk's office  
of Lee County, Virginia as is also  
the first deed above mentioned the  
last named deed in deed book

27, page 303, to which said  
deeds reference is here made for



for a particular description thereof  
and which said timber is the prop-  
erty of A. P. Willits, whose estate  
is intended to be affected hereby  
This January 8<sup>th</sup> 1892,

A. L. Preliminary atty  
for Jeffs.

Virginia Lee County to wit:

In the office of the clerk of the said county  
the 8<sup>th</sup> day of January 1892 this Lis Pendens was  
presented and a notice to record.

Teste John R. Gibson clerk

Bull & Ritchie

A. L. Preliminary

A. P. Willits to

The Clerk of the  
County Court will  
record a notice to  
his Preliminary  
his deed book

A. L. Preliminary

Atty for Jeffs

Recorded Deed Book  
27 Page 394.

Filed Jan 8<sup>th</sup> 1892



KNOW ALL MEN BY THESE PRESENTS,

That *we M. S. Ball and H. Ritchie*

*are* held and firmly bound unto the Commonwealth of Virginia, in the sum of *One*  
*thousand Dollars* to be <sup>paid</sup> made to the said Commonwealth, for which payment,  
well and truly to be made <sup>we</sup> I bind <sup>my</sup> myself, ~~my~~ heirs, executors and administrators, firmly  
by these presents. And <sup>we</sup> I hereby waive the benefit of <sup>our</sup> my homestead exemptions as to  
this obligation, and any claim, right, or privilege to discharge any liability arising under  
this bond in any currency, funds, counter claims or offsets other than legal tender cur-  
rency of United States. Sealed with <sup>our</sup> my seal and dated *8<sup>th</sup>* day  
of *January*, one thousand eight hundred and *Ninety two*

The Condition of The Above Obligation is Such, That whereas a suit hath been in-

stituted in the circuit court of the county of Lee by *Ball & Ritchie vs A. P. Hillits & Co* in which an attachment is ordered  
against the estate of said *A. P. Hillits & Co*, to secure  
the payment of \$440.76 due & payable Decr. 20<sup>th</sup> 1891  
from said *A. P. Hillits & Co* to said *Ball & Ritchie*

~~a suggestion was entered by the~~

~~that the said~~

~~not resident of the State of Virginia, and that security was required of  
for the payment of the costs and damages which may be awarded to the said defendant  
and of the fees due or to become due in the said suit to the officers of the said court. Now~~

if the above bound

*M. S. Ball on H. Ritchie*

shall well and truly pay all such fees as are due or may become due from the ~~said~~

to the officers of the said court in the prosecution of the said suit, and moreover shall well  
and truly pay to the defendant all such costs and damages as may be awarded to ~~them~~  
in case the said plaintiff shall be cast therein, and condemned to pay the same, then this  
obligation to be void, or otherwise to remain in full force and virtue.  
Executed, acknowledged, &c., in the presence of

*M. S. Ball* (SEAL.)

*H. Ritchie* Seal  
*J. A. G. Hyatt* Seal

In the Clerk's Office of the Circuit Court of the County of Lee

The above named

this day made oath

before me *J. A. G. Hyatt*, clerk of said court, that his estate, after the payment of all his  
debts, and of such liabilities as he may have incurred as security for others, is worth the  
sum of \_\_\_\_\_ the penalty of the above bond.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 18 .

Teste: \_\_\_\_\_ Clerk.



Ball & Ritchie  
 vs <sup>3</sup>/<sub>3</sub> Bond  
 J. D. Matthews  
 Filed July 8 1892  
 J. A. Hyatt ©

460.60  
 42.79  
 503.39  
 3.00  
 2.03  
 2  
 406

440.76  
 42  
 176.304  
 220.38  
 198.342

300 + 15. = 15.00  
 4.06  
 19.06



# Notice

In obedience to the requirements of a decree entered in the Chancery Cause of Ball & Ritchie against A. P. Melitts & Co, I will proceed at the front door of Lee County Court house on the 19<sup>th</sup> day of September 1892, <sup>that being 19<sup>th</sup> day Sept County Court</sup> to sell by public outcry to the highest bidder, all the standing timber or so much thereof as may be necessary to fully pay the Plaintiff debt interest and costs of suit, situated on the land purchased by A. P. Melitts & John Flanagan from Geo W & H. F. Gibson, which has been attached for the purpose. A credit of six months time will be given on all except the costs of suit & sale which will be required to be paid down.

Debt \$440.76 Aug. 15 1892

460 00	460 00
42 79	42 79
19 00	19 00
522 45	522 45

Int to Sept 19 84

Costs suit 42.79

Com. 19.06 61.45  
\$522.45

This sale is

Postponed until 1<sup>st</sup> Oct. Court 1892 J. A. Vandewater D. S.



745  
1255  
20.00

1475-  
1.25-

\$14.25-

Pennington Gap 9/9.  
July

to Ruchin

415.00

413.

Notice

and my Base of Notice  
Date 9/15/00



In the Clerk's Office of the Circuit Court of the County of Lee on the 8<sup>th</sup> day of

January 1892

Ball & Ritchie

Plaintiffs

against

A. P. Willits & Co

Defendants

In Chancery

The object of this suit is to recover of the defendants \$440.76 & legal interest thereon from 21<sup>st</sup> Decr. 1891 till paid. and the costs of this suit, and to subject to the payment thereof the standing timber on the lands of L. W. & W. J. Gibson belonging to A. P. Willits, which has been attached for the purpose.

And an affidavit having been made and filed that the defendants A. P. Willits and John Flanagan are non residents of the State of Virginia, it

ordered that they do appear here within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit.

And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

A. L. Prudenmore p. q.

J. A. Schmitt Clerk.

Filed Sept 1891



Ball & Ritchie

vs  $\frac{3}{4}$  Order, Pub  
A. P. Millers & Co.

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I certify that I  
posted an office  
copy of this order  
at C. D. doan on  
the first day of  
Feby Term County  
Court, 1892  
J. A. Hyatt

P. R. 1 Mar.

J. M. Stewart

To all  
19



In the Clerk's Office of the Circuit  
Court of the County of Lee on the 8th  
day of January 1892.  
Ball & Ritchie Plff.

vs. } In Chancery.  
A. P. Willits & Co., Dfts. }

The object of this suit is to recover of  
the defendants \$440.76 and legal interest  
thereon from 21st Dec., 1891 till paid and  
the costs of this suit and to subject to  
the payment thereof the standing timber  
and lots on the lands of G. W. & W. T.  
Gibson at Rose Hill and elsewhere be-  
longing to Deft. Willits, which has been  
attached for the purpose.

And an affidavit having been made  
and filed that the defendants A. P. Wil-  
lits and John Flanagan are non-residents  
of the State of Virginia. It is ordered  
that they do appear here within fifteen  
days after due publication hereof, and do  
what may be necessary to protect their  
interest in this suit.

And it is further ordered that a copy  
hereof be published once a week for four  
weeks in some newspaper, and that a  
copy be forthwith posted at the front  
door of the court-house of this county.

A copy—Teste:

J. A. G. Hyatt Clerk.

A. L. Pridemore p. q.

Virginia, Lee County, To-wit:  
I Geo. C. Coleman, the  
Editor and publisher of the  
Lee County Republican, a  
newspaper printed in the town  
of Jonesville, in the County  
of Lee, and State of Virginia,  
do hereby certify that the attach-  
ed order of publication was  
duly published in said new-  
spaper, for four successive  
weeks, from the 28 of Jan and  
after the 18 day of Feb. 1892  
Geo. C. Coleman  
Editor Lee Co. Republican



Ball & Ritchie  
vs <sup>Ex. D.</sup> Curtis  
A. P. Willitts & Co  
Filed Mar. 4<sup>th</sup> 1892  
J. A. Schuyler

Drs fee 5¢